

Rules and Regulations

A set of rules and regulations govern exhibits, displays, and presentations in connection with the National Communication Association Annual Convention. Exhibitors must follow the rules and regulations set forth in this contract or NCA may exercise any rights or remedies (including, without limitation, terminating this contract and rejecting future exhibit requests). The floor plan contains all booth dimensions, which are accurate to the best of NCA's knowledge. NCA assumes no responsibility for such measurements; however, plans are subject to Fire Marshall approval.

Application Deadline

Exhibit space is limited and will be assigned on a first paid, first served basis after convention sponsors have selected booth space. Payment must be made before booth(s) are assigned. Applications for exhibit space must be received no later than September 15, 2025 to be listed in the convention program book. NCA reserves the right to accept or reject any application.

Set-up and Removal

The exhibit area will be available for set-up from 7:00 a.m. -1:00 p.m. on Wednesday, November 19. If additional set-up time is required, arrangements can be made for Tuesday afternoon set up with advanced notice. Set-up of exhibits must be completed by 1:00 p.m. on Wednesday, November 19. **Exhibit materials may not be removed before 5:00 p.m., Friday, November 19th. No exhibit may be erected after the exhibit hall opens nor may be dismantled before the official closing time.** It is the responsibility of the exhibitor to see that all materials are delivered to the official decorating company or the hotel shipping center. Should there be failure to remove the exhibit; the removal will be arranged by NCA at the expense of the exhibitor.

Exhibitor shall submit in writing, thirty (30) days in advance of the first move--in date a list of service companies providing a service to the exhibitors other than the official decorator, Freeman. Exhibitor shall be responsible for said companies to be properly licensed and insured prior to entering the exhibit hall. Service companies shall provide a copy of their business license and certificate of liability insurance in the amount of at least one million (\$1,000,000) dollars to NCA at least ten (10) days in advance of the exhibitor's move--in date.

Furnishings and Space

Furniture, carpeting, draping, accessories, signs, electrical outlets, etc. must be arranged through Freeman Exposition Services at the sole expense of the exhibitor. A standard booth is 10' x 10' with 8' high draped back wall and 3' high side walls. Please note the exhibit hall is carpeted.

Acceptability of Exhibits

All exhibits shall be to serve the interest of NCA and shall be operated in a way that will not detract from other exhibits or the convention as a whole. NCA reserves the right to restrict exhibits which detract from the general character of the display or convention. This includes persons, things, conduct, printed materials,

or anything of a character which may detract from the exhibit or convention. NCA reserves the right to deny exhibit space to any potential exhibitor if NCA determines that the content or intention of the exhibitor is inconsistent with the goals and objectives of NCA. NCA reserves the right to require the immediate withdrawal of an exhibitor which NCA believes to be injurious to the purpose of NCA.

NCA is not liable for any refunds of rentals or other exhibition expenses. No exhibit will be permitted which violates any municipal, state, or Federal laws, rules and regulations, including safety codes. Exhibitors are responsible for compliance with all applicable municipal, state, or Federal laws, rules and regulations, including safety codes.

Acceptance of an exhibit application does not imply an endorsement of the exhibitor or exhibitor's products or services.

Display boards and other high exhibits shall not be placed in such a manner as to interfere with other exhibits. No exhibit shall extend beyond the official floor plan dimensions or an aisle. Verbal announcements, phonograph or tape recordings, radios, closed circuit, or videotape TV, sound-slide presentations, motion picture, or other attention-getting devices are prohibited if objectionable to NCA or adjacent exhibitors. All demonstrations, interviews, or other activities must be confined to the limits of the exhibition booth.

Use of Exhibit Space

A. Assignment and Sublease – Exhibitors shall not assign, sublet, permit others to occupy or share the whole or part of their exhibit space without written consent of NCA. No person, firm or organization that has not contracted with NCA for space will be permitted to display or demonstrate any products, processes or services, to solicit orders, wear identification other than that of the contracting exhibitor without NCA prior written consent, or to distribute advertising or other materials at the convention. Any infringement of this regulation will result in prompt removal of the offending person from the convention and other actions in NCA's discretion.

B. Prohibited Activities – No activities are permitted in any exhibit space that are contrary to law or the rules of the convention, or which will disturb exhibitors in the immediate area. Exhibitors must remain within their own exhibit space in distributing literature, product samples or other materials. The aisles may not be used for this purpose. Exhibitors may not serve or dispense food or beverages of any type from their exhibit space without prior written approval of NCA.

C. Safety Precautions – All construction material must conform to standard safety practices. All display material and decorations must be flame retardant. No combustible decorations, such as crepe or tissue paper, may be used at any time. All packaging containers and materials are to be removed from the floor and may not be stored under tables or behind displays. All electrical equipment must be in good operating condition and must meet the requirements of all local safety codes. Displays are subject to inspection and approval for safety by the Exhibit Facility, NCA Exhibit Manager and by the local fire department.

Unions

In order to conform to union contract rules and regulations, it may be necessary that all exhibitors use qualified union personnel for the various services required for installation and dismantling of exhibits and

for material handling within the show. It is the responsibility of all exhibitors to be aware of and abide by all local union laws when applicable.

Food and Beverage Functions

All food and beverage functions must be catered by the hotel. No outside food and beverage is allowed. NCA requires that exhibitor hospitality activities not compete with any event scheduled by NCA. NCA must be notified in writing thirty (30) days in advance of any food and beverage functions scheduled by exhibitors. It is the exhibitor's responsibility to receive approval from NCA to avoid cancellation or modification of any food or beverage functions. NCA has the right to deny or modify any function as necessary. The exhibitor is responsible for any expense or charges that may occur due to cancellation or modification. For more information or to schedule an in-booth event or hospitality activity, please contact the NCA Convention Team at sales@natcom.org.

Photographs

Any photography taken by NCA may be used in publicizing NCA and NCA events, including the convention. Exhibitor consents to the use of such photography, including photography that contains images or likenesses of Exhibitor and its employees and representatives.

Cancellation

If it is necessary for an exhibitor to withdraw from the convention, the exhibitor must notify NCA in writing to sales@natcom.org. Refunds will be made according to the following schedule:

- Fifty percent of exhibit fee if cancellation notice is received prior to August 15, 2025.
- No refund will be issued if cancellation notice is received after August 16, 2025.

No-Shows

If the exhibitor fails to install a product or display in assigned space, fails to staff the space, fails to pay the rent, or fails to comply with any other provision of this agreement, NCA shall have the right without notice to the exhibitor to take possession of said space and lease said space or any part thereof to such parties and upon such terms and conditions as it may deem proper. No refund will be issued for no-shows.

Security

The exhibit hall will be locked each day following completion of scheduled hours. Security will be provided when the exhibit hall is closed. It is understood that security offers no guarantee against theft, pilferage, robbery, vandalism, or any loss or damage to property or premises. Exhibitors should rely upon their own insurance to cover losses. Any exhibitor requiring special booth security shall contact NCA for approval and arrangements.

Damage to Exhibit Facilities

The exhibitor must surrender the space occupied in the same condition it was at the commencement of occupation. The exhibitor or an agent of the exhibitor shall not injure or deface the walls, columns or floors

of the hotel, the booth or equipment, or furniture of the booth. When such damage occurs, the exhibitor will be responsible for paying any and all damages.

Liability

Exhibitor is fully responsible and liable for any claims, liabilities, losses, damages or expenses relating to or arising from any injury to any person, or any loss of or damage to property where such an injury, loss, or damage is incident to, arises out of, or is any way connected with Exhibitor's attendance or participation in the convention or breach of this Contract. Exhibitor agrees that neither the Exhibit Facility nor NCA (nor any NCA officer, director, employee, volunteer or representative) shall be liable for any claims, losses, damages, death, injuries or liability which may be sustained to any property or by any person who may be on the premises occupied by or assigned to Exhibitor, including, but not limited to, any agent, employee, representative or guest of Exhibitor, or any other person or entity.

Exhibitor agrees that it will defend, hold harmless and indemnify the Exhibit Facility, NCA and NCA's officers, directors, employees, volunteers and representatives from any and all claims, including without limitation third party infringement claims, losses, damages, death, injuries, costs, expenses and liabilities (including without limitation, reasonable attorneys' fees and costs) whether to property, person or otherwise, that arise in whole or in part, directly or indirectly, from the acts, omissions, negligence, or willful misconduct or breach of this Contract by Exhibitor, or its agents, employees, representatives, patrons, guests or invitees.

NCA hereby disclaims all warranties of any nature, express, implied or otherwise, or arising from trade or custom, including any implied warranties of merchantability, non-infringement, results, quality, or fitness for a particular purpose. To the fullest extent permitted by applicable laws, the parties agree that the total liability of NCA to exhibitor under or related to this contract or related to exhibitor's presence or exhibition at the convention, whether in contract, tort or otherwise, shall be limited to the amount of the exhibitor's fees paid to NCA under this contract.

To the fullest extent permitted by applicable laws, in no event shall NCA be liable, whether in contract, tort or otherwise, for any indirect, consequential, exemplary, punitive or special damages or awards, even if advised of the possibility of such damages.

NCA cannot assume responsibility for the safety of the property of the exhibitor, its officers, or employees from theft, damage by fire, accident, or other causes. In all cases, occupants wishing to insure their property must do so at their own expense. It is especially recommended that all occupants have representatives in attendance at all times when the exhibits are open and especially when exhibits are being set-up or dismantled, to protect against loss.

Insurance

Neither NCA nor the Exhibit Facility maintains insurance covering Exhibitor's property. Exhibitors and individual Installation and Dismantling companies must carry Comprehensive General Liability coverage of at least \$1,000,000 per occurrence, \$2,000,000 in the aggregate, for bodily injury, property damage, personal injury/advertising loss and Statutory Workmen's Compensation with Employer's Liability at the applicable state limits. NCA and the exhibit facility owner shall be additional insureds under the policies and

must be listed on the insurance certificate. Each exhibitor is responsible for obtaining, for its protection and entirely at its expense, such property insurance for its exhibit and display materials as the exhibitor deems appropriate. Any policy providing such property insurance must contain an expense waiver by the Exhibitor's insurance company of any right of subrogation as to any claims against NCA, its officers, directors, agents, or employees. All agents or representatives performing services at the exhibit facility directly for an exhibitor other than the exhibitor's employees must provide NCA with original certificates of insurance.

Licenses

Exhibitor agrees to comply with all federal, state and local laws and ordinances for any activities conducted in association or as part of the convention. It is the responsibility of Exhibitor to obtain all necessary licenses from (i) any governmental entity having jurisdiction over the convention, all necessary business, exhibition, or other licenses for Exhibitor's participation in the convention, and (ii) any licensing organization authorized to license the performance of copyrighted music performed on behalf of Exhibitor. Exhibitors using music in their booth, either live or mechanical, must provide NCA with a copy of the Exhibitor's Licensing Agreement with ASCAP, BMI or other such licensing organization.

Remedies

In the event Exhibitor breaches this agreement (including, without limitation, by engaging or planning to engage in conduct prohibited hereby), the parties agree that NCA may avail itself of any and all legal and equitable remedies including, but not limited to, recovering damages, seeking injunctive relief, terminating this agreement, revoking Exhibitor priority points, removing Exhibitor and its attendees and employees from the convention and/or barring Exhibitor from attending future conventions. NCA shall be entitled to recover from Exhibitor at all costs and expenses, including attorneys' fees incurred by NCA in enforcing this contract and the terms and conditions.

Governing Law and Forum

This Contract shall be construed and administered in accordance with the laws of the District of Columbia, excluding its conflicts of law principles. The parties hereto agree and stipulate that this Contract shall be deemed to have been entered into by both parties in the District of Columbia. Any claim or cause of action arising out of or connected with this Contract shall be brought exclusively in either the local or federal courts of the District of Columbia, and the parties hereto consent to submit to the personal jurisdiction of such courts, and waive all objections to such jurisdiction and venue. EACH PARTY HERETO HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS CONTRACT OR THE SUBJECT MATTER HEREOF.

Force Majeure

In the event that the Exhibit Facility or any part thereof is unavailable for all or part of the convention as a result of any strike, lockout, labor dispute, inability to obtain labor or materials, act of God, governmental restriction, regulation, intervention or control (including revocation of any license or permit necessary for the convention), civil disturbance or commotion, enemy or hostile governmental action, sabotage, fire or other casualty, or any other condition beyond the reasonable control of NCA, or should NCA decide in the exercise of its reasonable discretion to cancel, postpone or re-site the convention, or reduce the installation

time, convention time, or move-out time, NCA shall not be liable to Exhibitor for any damage or loss, direct or indirect, arising out of any such occurrence, and Exhibitor will be charged for space during the period it was or could have been occupied by the Exhibitor. Exhibitor hereby waives any claim against NCA, its directors, officers, agents or employees for losses or damages which may arise in consequence of such inability to occupy assigned space, its sole claim against NCA being for a refund of rent paid for the period it was prevented from using the space.